

**AWARD AGREEMENT**
**AGREEMENT NUMBER: 01762**
**PAYMENT TYPE:** Fixed Price

**PERIOD OF PERFORMANCE:** August 15, 2019 through January 15, 2020

**TOTAL AMOUNT:** Fixed Price of \$1,500.00

**PRIME AWARD RECITALS**
**PRIME AWARD FUNDING AGENCY:** Blue Shield of California Foundation

**PRIME AWARD NUMBER:** #RP-1804-12256

**PHI's PROGRAM NAME:** Population Health Innovation Lab

**RECIPIENT INFORMATION**
**COUNTY OF SONOMA**

1450 Neotomas Avenue, Suite 200  
Santa Rosa, CA 95405  
Tel: 707-565-6614

**AUTHORIZED REPRESENTATIVE**

Russell W. Carpenter, Administrative Services Officer  
Email: russell.carpenter@sonoma-county.org  
Tel: 707-565-4862

**PRIME RECIPIENT INFORMATION**
**PUBLIC HEALTH INSTITUTE**

555 12<sup>th</sup> Street, 10<sup>th</sup> Floor  
Oakland, CA, USA 94607  
Tel: 510-285-5500

**AUTHORIZED REPRESENTATIVE**

Audrey Seger Sprain, Director of Operations  
Email: [asegersprain@phi.org](mailto:asegersprain@phi.org)  
Tel: 510-410-2383

**PROGRAM REPRESENTATIVE**

Sue Grinnell, Program Director  
Email: sue.grinnell@phi.org  
Tel: 510-882-5979

**ADMINISTRATIVE REPRESENTATIVE**

Shelley Skillern, Grants and Contracts Specialist II  
Email: sskillern@phi.org  
Tel: 510-285-5598

The Public Health Institute (PHI) hereby enters into this award as outlined within the attached clauses and exhibits. PHI is hereafter referred to as "PHI" and County of Sonoma is hereafter referred to as "Recipient." The Recipient agrees to perform the services and submit required deliverables according to the terms and subject to the conditions outlined within this Award.

**RECIPIENT SIGNATURE**

Name  
Title

Date

**PUBLIC HEALTH INSTITUTE**

Audrey Seger Sprain  
Director of Operations

Date

**AWARD OF FINANCIAL ASSISTANCE AGREEMENT  
BETWEEN  
PUBLIC HEALTH INSTITUTE  
AND  
COUNTY OF SONOMA**

- 1. PERIOD OF PERFORMANCE:** The period of performance for work outlined in this Award is expected to start and end as follows unless amended by both parties:
  - Start Date: August 15, 2019
  - End Date: January 15, 2020
- 2. PURPOSE OF AWARD:** Recipient will implement the activities and complete the reporting requirements outlined in Exhibit A (Statement of Objectives).
- 3. TOTAL AMOUNT:** The maximum amount payable under this Award is for the fixed price amount of \$1,500.00 to be paid in accordance with Exhibit B (Payment Schedule).
- 4. PAYMENT:** Recipient will invoice PHI for services rendered in accordance with the terms outlined in Exhibit B (Payment Schedule). The average time to receive payment is approximately 30 days to allow time for processing by the PHI program and PHI's Accounts Payable. Any funds not expended in accordance with the terms of this Award must be returned to PHI within thirty (30) days following the end of the period of performance. Average time of payment issued within 30 days of fully executed agreement. **Invoices must be submitted directly to your Program Representative listed on page 1.**
- 5. RECORDS RETENTION:** Recipient will preserve and retain all of its financial records supporting documentation and all other records, documents, papers and other materials pertinent to this agreement for three years from the date of final payment.
- 6. AUDIT FILING COMPLIANCE:** Recipient will comply with the audit requirements, if applicable, including providing a copy of its audit documents to PHI if required.
- 7. USE OF MATERIALS:** PHI shall have the right to use, reproduce, and authorize others to use and reproduce, any materials produced pursuant to this Award.
- 8. ACKNOWLEDGMENT:** Recipient will acknowledge this financial support as follows: "Funding is provided by the Population Health Innovation Lab, a program of the Public Health Institute, through funding from Blue Shield of California Foundation."
- 9. INDEPENDENT CONTRACTOR:** Recipient is an independent contractor, not an employee of PHI or the Funding Agency, if applicable. Recipient agrees that it is ineligible for PHI employee benefits and agrees to be exclusively responsible for income tax payments, social security, unemployment insurance, worker's compensation insurance, etc.

- 10. CONFIDENTIALITY:** Recipient agrees to hold in strict confidence and not disclose or permit others to disclose to any third party, except as authorized in writing by PHI, confidential or proprietary information or materials disclosed to Recipient by PHI in the course of providing services under this Award. All PHI confidential information will be clearly marked “Confidential” and will be sent to Recipient’s Authorized Representative.
- 11. INDEMNIFICATION:** Each party agrees to indemnify, defend and hold harmless the other party and its directors, officers, members, employees, contractors and agents. Neither party will be liable to the other for any indirect, incidental, special, consequential, or punitive damages, whether caused by negligence or otherwise.
- 12. LIMITATION OF LIABILITY:** Neither party will be liable to the other for any indirect, incidental, special, consequential, or punitive damages, whether caused by negligence or otherwise.
- 13. INSURANCE AND LICENSES:** Recipient will possess and maintain all necessary licenses, permits, certificates, minimum legal liability insurance coverage and credentials required by applicable law.
- 14. AUTHORIZATION:** Recipient represents and warrants that s/he is fully authorized and empowered to enter into this agreement and that the performance of his or her obligations under this agreement will not violate any agreement between Recipient and any other person, firm or organization.
- 15. EXCUSABLE DELAY:** If Recipient is delayed in the performance its obligations by reason of labor troubles, power failure, acts of government, acts of God or the public enemy, or any other reasons or causes beyond its reasonable control, performance will be excused for the period of delay and, if agreed to in writing by the parties, the Award will be extended for a period equivalent to the delay.
- 16. INTERFERING CONDITIONS:** Recipient agrees to promptly notify PHI of any condition that might interfere with this Award. Notification will not relieve Recipient of any responsibilities hereunder.
- 17. DEBARMENT CERTIFICATION:** Recipient certifies that it is not listed as debarred or suspended in [www.sam.gov](http://www.sam.gov). Recipient will incorporate the requirements of this section in all non-exempt lower tier transactions.
- 18. WHISTLEBLOWER:** Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: Recipient is hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled “Pilot Program for Enhancement of Contractor Employee Whistleblower Protections,” of the National Defense authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Award. Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) requires that (a) this Award and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor

employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. (b) The Recipient will inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. (c) The Recipient will insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

- 19. COMPLIANCE WITH LAW:** Recipient agrees to comply with all relevant state and federal statutes and regulations.
- 20. GOVERNING LAW:** The validity, construction, and effect of this Award will be governed by the laws of the United States of America and the State of California.
- 21. SEVERABILITY:** If any provision of this Award is held in conflict with law, the validity of the remaining provisions will not be affected.
- 22. TERMINATION:** PHI or Recipient may terminate this Award agreement without cause upon thirty (30) days written notice to the other party.
- 23. DISPUTES AND ARBITRATION:** Any controversy or claim arising out of or relating to this Award, or the breach thereof, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.
- 24. NON-ASSIGNMENT:** This Award is not assignable by Recipient without the prior written consent of PHI.
- 25. SURVIVAL OF OBLIGATIONS:** Expiration or termination of this Award will not extinguish any previously-accrued rights or obligations of the parties.
- 26. NOTICES:** Any notice given by any of the parties will be sufficient only if in writing to the PHI Administrative Representative and by/to the Recipient's Authorized Representative named on the cover page of this agreement.
- 27. ENTIRE AGREEMENT:** This is the entire agreement between the parties. It supersedes all prior oral or written agreements or understandings and it may be amended only in writing.

**EXHIBIT A  
STATEMENT OF OBJECTIVES  
SEE ATTACHED**

**EXHIBIT B  
PAYMENT SCHEDULE  
SEE ATTACHED**

## Scope of Work

<b>Organization</b>	<b>County of Sonoma, Department of Health Services, Health Action</b>
<b>Project Title</b>	<b>Equity in Education Summit</b>
<b>Grant request</b>	<b>\$1,500 to support the planning of an Equity in Education Summit</b>
<b>Project Summary</b>	<b>Support the planning of an Equity in Education Summit.</b> The goal of the summit is to launch regional strategies that support equity in education throughout Sonoma County and inspire concrete, actionable change to ensure race is not a deciding factor in educational opportunity. The event will include keynote experts on race and equity, local data and local parent and youth speakers, followed by regional break-outs hosted by trained Health Action Chapter resident leaders. Breakouts will launch regional ‘difficult conversations’ about breaking down institutional racism in our communities and local strategies to address.
<b>Desired project outcome and associated measure</b>	<b>Outcome:</b> Event planning activities are completed to enable 150 parents and youth in Sonoma County attend the Equity in Education Summit – and are provided resources to make that possible. <b>Measure:</b> Attendance records from event.

## Payment Schedule

Payment will be made within thirty (30) days after the invoice is submitted. Total payment will not exceed \$1,500.